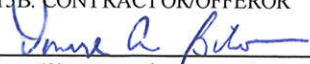



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 18-Apr-2011		4. REQUISITION/PURCHASE REQ. NO. M9543010RCTSS11		5. PROJECT NO. (If applicable)	
6. ISSUED BY PM TRASYS PROGRAM MANAGER, TRAINING SYSTEMS 12350 RESEARCH PARKWAY ORLANDO FL 32826-3275		CODE M67854		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TATITLEK TRAINING SERVICES, INC. TIM CRAWLEY 561 EAST 36TH AVE ANCHORAGE AK 99503-3673				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-10-D-8056			
				X 10B. DATED (SEE ITEM 13) 01-May-2010			
CODE 4MEL9		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties FAR 43.103(A).							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fondries112972 The purpose of this modification is to exercise Option Year One, to incorporate WD DOL Adjustment, and to prepare for funding in DO4. COST CLINs 0234-0238 will be incrementally funded in DO4 therefore the Limitation of Obligation Clause 252.232-7007 is incorporated in this modification. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Donald A. Bilodeau, General Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDI BRUBAKER / CONTRACTING OFFICER TEL: 407-380-8184 EMAIL: sandi.brubaker@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 4/21/11		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 20-Apr-2011	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,933,775.49 from \$8,205,529.03 to \$14,139,304.52.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The option status has changed from Option to Option Exercised.

CLIN 0004

The option status has changed from Option to Option Exercised.

CLIN 0005

The option status has changed from Option to Option Exercised.

CLIN 0180

The option status has changed from Option to Option Exercised.

CLIN 0181

The option status has changed from Option to Option Exercised.

CLIN 0182

The option status has changed from Option to Option Exercised.

CLIN 0183

The option status has changed from Option to Option Exercised.

CLIN 0184

The option status has changed from Option to Option Exercised.

CLIN 0185

The option status has changed from Option to Option Exercised.

CLIN 0186

The option status has changed from Option to Option Exercised.

CLIN 0187

The option status has changed from Option to Option Exercised.

CLIN 0188

The option status has changed from Option to Option Exercised.

CLIN 0189

The option status has changed from Option to Option Exercised.

CLIN 0190

The option status has changed from Option to Option Exercised.

CLIN 0191

The option status has changed from Option to Option Exercised.

CLIN 0192

The option status has changed from Option to Option Exercised.

CLIN 0202

The option status has changed from Option to Option Exercised.

CLIN 0203

The option status has changed from Option to Option Exercised.

CLIN 0204

The option status has changed from Option to Option Exercised.

CLIN 0205

The option status has changed from Option to Option Exercised.

CLIN 0206

The option status has changed from Option to Option Exercised.

CLIN 0208

The option status has changed from Option to Option Exercised.

CLIN 0209

The option status has changed from Option to Option Exercised.

CLIN 0211

The option status has changed from Option to Option Exercised.

CLIN 0212

The option status has changed from Option to Option Exercised.

CLIN 0213

The option status has changed from Option to Option Exercised.

CLIN 0214

The option status has changed from Option to Option Exercised.

CLIN 0216

The option status has changed from Option to Option Exercised.

CLIN 0217

The option status has changed from Option to Option Exercised.

CLIN 0218

The option status has changed from Option to Option Exercised.

CLIN 0221

The option status has changed from Option to Option Exercised.

CLIN 0224

The option status has changed from Option to Option Exercised.

CLIN 0225

The option status has changed from Option to Option Exercised.

CLIN 0228

The option status has changed from Option to Option Exercised.

CLIN 0229

The option status has changed from Option to Option Exercised.

CLIN 0230

The option status has changed from Option to Option Exercised.

CLIN 0233

The CLIN extended description has changed from RESERVED to For the Period 1 May 2011 to 30 Apr 2012. IAW WD 2005-2473 (Rev-12, WD 2005-2053 (Rev-12), WD 2005-2057 (Rev-11), WD 2005-2103 (Rev-10), WD 2005-2133 (Rev-9), WD 2005-2153(Rev-14), wd 2005-2393 (Rev-11)..

The unit price amount has increased by \$3,209.44 from \$0.00 to \$3,209.44.

The option status has changed from Option to Option Exercised.

The total cost of this line item has increased by \$38,513.28 from \$0.00 to \$38,513.28.

CLIN 0234

The option status has changed from Option to Option Exercised.

CLIN 0235

The option status has changed from Option to Option Exercised.

CLIN 0236

The option status has changed from Option to Option Exercised.

CLIN 0237

The option status has changed from Option to Option Exercised.

CLIN 0238

The option status has changed from Option to Option Exercised.

CLIN 0250

The option status has changed from Option to Option Exercised.

CLIN 0251

The option status has changed from Option to Option Exercised.

CLIN 0252

The option status has changed from Option to Option Exercised.

CLIN 0253

The option status has changed from Option to Option Exercised.

CLIN 0254

The option status has changed from Option to Option Exercised.

CLIN 0255

The option status has changed from Option to Option Exercised.

CLIN 0256

The option status has changed from Option to Option Exercised.

CLIN 0257

The option status has changed from Option to Option Exercised.

CLIN 0258

The option status has changed from Option to Option Exercised.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0234 through 0238 are incrementally funded. For these item(s), the sum of \$ 254,094.01 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with

regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract DO4 \$254,094.01

Balance of \$448,059.98 due on or before 31 Aug 2011

(End of clause)

(End of Summary of Changes)